



Book 2025 Page 1694

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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THIS INSTRUMENT PREPARED BY: Dubuque, Capra Bank, Matthew Hillard, whose address is 955 Washington St Unit 107, Dubuque, IA 52001-2305, and whose telephone number is (888)332-2772
WHEN RECORDED RETURN TO: Dubuque, Capra Bank, whose address is 955 Washington St Unit 107, Dubuque, IA 52001-2305

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made on June 5, 2025, between ACC141, LLC, an Iowa Limited Liability Company, whose address is 3161 SE 22nd St, Des Moines, Iowa 50320-2413 ("Assignor") and the assignee, Capra Bank, whose address is 955 Washington St Unit 107, Dubuque, Iowa 52001-2305 ("Lender"), which is organized and existing under the laws of the State of Iowa. Assignor, in consideration of loans extended by Lender up to a maximum principal amount of Two Million and 00/100 Dollars (\$2,000,000.00) and for other valuable consideration, the receipt of which is acknowledged, hereby grants, transfers, assigns, and sets over to Lender all right, title and interest in and to (a) all leases, rental agreements, use agreements, and any other contracts, agreements, arrangements, or understandings, whether oral or written, whether now existing or hereafter entered into, for any lease, occupancy, renting, or other use arising from or relating to all or any party of the Property; (b) any and all extensions, renewals, modifications, and amendments thereto or thereof; (c) any guaranties for the payment and/or performance thereof; and (d) any and all rights, benefits, payments, products, and proceeds therefrom, including without limitation, Assignor's right to enforce any and all rights thereunder and receive and collect any payments or amounts owing therefrom (singularly referred to as a "Lease" and collectively referred to as the "Leases"); and rents, issues, profits, privileges revenue, income, royalties, cash, accounts receivable, security deposits, advance rentals, and any other benefit, amounts, payments, or proceeds, due and to become due under the Leases (the "Rents") arising from or relating to all or any part of the following described real property:

Address: 600 E Fayette St, Manchester, Iowa 52057-1809

Legal Description: Lot 63 and 63 1/2, Manchester, Iowa, according to Plat Recorded in Book H.L.D. Pages 186-187.

("Property") which secures the following:

- Loan evidenced by a promissory note dated June 5, 2025 with a principal amount of \$2,000,000.00

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Assignment whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Assignment by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Assignment secures all amounts, subject to any limitations as to the maximum amount which may be secured as contained herein, as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from QUECK CAPITAL MANAGEMENT, L.L.C. and ACC HOLDING, LLC to Capra Bank, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Assignment and all Related Documents (hereinafter all referred to as the "Indebtedness").

OBLIGATIONS OF ASSIGNOR. Assignor shall provide true and accurate copies of any or all Leases, as well as any such other documents or information as may be requested by Lender. Assignor shall operate and perform its obligations under the Leases consistent with the terms and provisions of this Assignment and shall not take or fail to take such actions which may result in a default or termination of the Leases or otherwise reduce, impair, or diminish the value of any Lease or the Rents thereunder. Assignor shall notify Lender immediately in writing upon any default, cancellation, termination, or any other notices received or provided in accordance with the terms of any Lease. So long as the Indebtedness remains unpaid, Assignor shall not, without the written consent of Lender: (a) cancel any Leases; (b) accept the surrender of any Leases; (c) modify or alter any Leases in any way,



either orally or in writing; (d) reduce the rent set forth in any Leases; (e) consent to the assignment of any lessee's interest under any Leases, or to any subletting thereunder; or (f) make any other assignment, pledge, encumbrance, or any other disposition of any Leases, or of the Rents. Any of the above acts, if done without the written consent of Lender shall be null and void, and shall constitute a default under the Assignment and the Related Documents. Upon request by Lender, Assignor will notify any lessees, sublessees, or other obligors under the Leases in writing, in such form and substance as Lender deems acceptable, of the assignment of the obligations under the Leases to Lender. Should Assignor fail to provide such notices, Lender may send or forward any such notices, either in Lender's name or in Assignor's name, to any or all lessees, sublessees, or obligors under the Leases.

REPRESENTATIONS OF ASSIGNOR. Assignor hereby represents: (a) Assignor is, and for the duration of this Assignment, will continue to be the legal and beneficial owner of the Leases and Rents; (b) there are currently no leases, subleases or agreements to lease or sublease all of or any part of the Property other than any existing leases, subleases or agreements to lease or sublease all of or any part of the Property, which Assignor has disclosed in writing to Lender (c) the Leases are valid and enforceable and no default exists under the Leases; (d) Assignor is entitled to receive all the Rents and to enjoy all the Rents and benefits mentioned herein and assigned hereby; (e) said Rents have not been sold, assigned, transferred, or set over by any instrument now in force and shall not at any time during the life of this Assignment be sold, assigned, transferred, or set over by Assignor, or any other person taking under or through Assignor except as pursuant to this Assignment; and (f) Assignor has the sole right to sell, assign, transfer, and set over the same and to grant and confer upon Lender the rights, interests, powers, and authorities herein granted and conferred.

NO LIABILITY OF LENDER. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment and Assignor shall, and hereby agrees, to indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by any reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. This Assignment shall not operate to place any obligation or liability for the control, care, management, or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Lender responsible or liable for any waste committed on the Property, including without limitation the presence of any hazardous substances, or for any negligence in the management, upkeep, repair, or control of the Property resulting in loss or injury or death to any lessee, licensee, employee, or stranger. Assignor's obligations and liabilities pursuant to this provision shall survive the cancellation of this Assignment and shall survive Lender's exercise of any of its rights and remedies provided for under this Assignment or otherwise provided by law.

COLLECTION OF RENTS. Provided no Event of Default exists under the Indebtedness or any of the Related Documents, Lender agrees not to demand from any lessor or lessee under the Leases or from any other persons liable therefor, any of the Rents hereby assigned, but shall permit Assignor to collect all such Rents from the Property and the Leases, so long as not collected more than one (1) month in advance of their due date.

EVENTS OF DEFAULT. The following events shall constitute default under this Assignment (each an "Event of Default"):

Nonpayment. Any failure to make payments as required under this Assignment, the Indebtedness, or any other Related Documents.

Noncompliance with Agreements; Cross Default. Failure to perform or keep any covenants, obligations, promises, or any other terms or conditions as required under this Assignment, Related Documents, or any other agreement that Assignor has with Lender.

False Statements. The making of any oral or written statement, assertion, representation, or warranty to Lender made in connection with or related to this Assignment or any of the Related Documents that is false or misleading in any material respect, either when made or becomes false or misleading thereafter.

Material Adverse Change. A material adverse change occurs in the financial condition, business, assets, or operations of Assignor that Lender reasonably believes impairs or negatively affects the ability or likelihood of payment or performance required under the Assignment or Related Documents. A material adverse change includes, without limitation, a change in 25% or more of the ownership of Assignor without the prior written consent of Lender or the sale, transfer, or encumbrance of all or substantially all of Assignor's business or assets.

Termination of Existence. The dissolution, termination of existence, insolvency, bankruptcy, receivership proceedings, or discontinuation as a going concern of Assignor or Assignor's business.

Adverse Proceedings. A judgment, garnishment, lien, or similar encumbrance, proceeding, or item is filed, issued, placed upon, or levied against Assignor or any of Assignor's assets. The commencement of any foreclosure, forfeiture, seizure, eminent domain, or condemnation proceedings or attempts by any creditor, governmental agency, or party to take any of Assignor's assets in which Lender has a lien.

Insecurity or Impairment of Rights. Lender reasonably and in good faith deems itself or the likelihood of performance under this Assignment to be insecure or reasonably determines that this Assignment, any Related Documents, or any rights or remedies thereunder are terminated, impaired, invalid, unenforceable, or otherwise ineffective for any reason at any time.

REMEDIES. Upon the occurrence of an Event of Default, Lender may exercise any of the following rights and remedies, in addition to any other rights or remedies available at law or in equity.



Modify Leases and Rents. Lender may: (a) make, enforce, and modify any of the Leases; (b) fix or modify Rents; (c) repair, maintain, and improve the Property; (d) employ contractors, subcontractors, and workmen in and about the Property; (e) obtain and evict tenants; and (f) employ leasing agents, managing agents, attorneys, and accountants in connection with the enforcement of Lender's rights hereunder and pay the reasonable fees and expenses thereof.

Collection of Rents. Lender shall have the right, without notice to Assignor, to require Assignor, tenant, or any other user of the Property to make payments of Rents directly to Lender. Lender can enforce this right directly, by an agent, or through a court appointed receiver. Payments of Rents made directly to and based on request from Lender will fulfill the respective obligations for which the payments were intended. Assignor hereby irrevocably appoints and designates Lender as Assignor's attorney-in-fact for purposes of receiving, endorsing, negotiating, and collecting any Rents in the name of Assignor.

Reclaim Property. Lender, either in Lender's person or by agent and with or without bringing any action or proceeding, or by any receiver appointed by the court, enter upon, take possession of, and manage and operate the Property, and each and every part thereof. Assignor waives any right that Assignor may have, in such instance, to a judicial hearing prior to such retaking. Lender shall have the right to hold any property then in or upon said Property at the time of repossession not covered by the security agreement until return is demanded in writing by Assignor.

Maintain Property. Lender shall be entitled to make payments and incur expenses as necessary or advisable to preserve the Property, including but not limited to liens required to be paid by Assignor. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. Lender shall have the same rights of Assignor, if any, under any contract or agreement paid or any debt or lien discharged.

Acceleration. Lender may immediately, or at its option, without notice to Assignor declare the entire Indebtedness due and payable, along with any other amounts owed to Lender.

Application of Proceeds. The proceeds collected shall be applied, less costs and expenses incurred, to any Indebtedness secured hereby in such order and manner as Lender may determine, except as prohibited by law. After all Indebtedness and costs have been paid, any surplus will be rendered to the party or parties entitled to it.

Recovery of Costs and Expenses. Lender shall be entitled to recover all fees, costs, expenses, and amounts paid or incurred by Lender in protection of its interest in the Property or in enforcing or pursuing its rights and remedies provided hereunder or under any other Related Documents. The fees, costs, expenses, and amounts recoverable by Lender pursuant to this Assignment shall be added to and become a part of the Indebtedness payable to Lender immediately upon demand and shall accrue interest at the maximum interest rate available under any documents evidencing the Indebtedness from the date such fee, cost, expense, or amount was incurred.

Appointment of Receiver. Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointment confers. Assignor hereby irrevocably consents to such appointment and waives notice of any application therefor, unless notice is expressly required by applicable law. The receiver may serve without bond, if permitted by law, and employment by the Lender does not prohibit a receiver from serving.

Specific Performance. The parties agree that the remedies available may be inadequate compensation for any loss. Therefore, to the extent allowed by applicable law, in Lender's sole discretion, Lender may seek specific performance of any promise, obligation, or covenant contained in this Assignment. Any defense in any action for specific performance that the remedy at law would be adequate is waived.

Cumulative Remedies. All of Lender's rights and remedies, however evidenced and from whichever source they derive, are cumulative in nature. Lender is entitled to exercise any remedy in any order it determines appropriate. Lender may exercise remedies singularly or concurrently.

GENERAL WAIVERS. To the extent permitted by law, Assignor waives notice of Lender's acceptance of this Assignment, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

TO THE EXTENT PERMITTED BY LAW, ASSIGNOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN ANY NOTICE REQUIRED HEREIN, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO THE LENDER EXERCISING ITS RIGHTS UNDER THIS ASSIGNMENT.

PAYMENT OF RENTS TO LENDER. All tenants or occupants of any part of the Property (including without limitation, all persons claiming any interest as lessor or lessee under any Leases) are hereby authorized to recognize the claims and demands of Lender without investigation as to the reason for any action taken by Lender or the validity of the amount of indebtedness owing to or the existence of any default hereunder or under the Related Documents, or the application of payments made by Lender, of any amounts to be paid to Lender. Lender's sole signature shall be sufficient for the exercise of any right under this Assignment and Lender's sole receipt given for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Property. Checks for all or any part of the rental collected under this Assignment shall be made to the exclusive order of Lender.



ASSIGNABILITY. Lender may assign or otherwise transfer any or all of its rights or obligations under this Assignment without notice to Assignor. Any assignee will have the same rights as Lender. Assignor may not assign this Assignment or any of its rights or obligations hereunder without the prior express written consent of Lender.

SURVIVAL. Lender's rights in this Assignment will continue in its successors and assigns. This Assignment is binding on all heirs, executors, personal representatives, administrators, successors, and assigns of the Assignor.

NOTICES. Unless otherwise required by applicable law or provided under this Assignment, any notice or demand given by Lender to any party is considered effective when: (i) it is deposited in the United States Mail with the appropriate postage or with a nationally recognized overnight courier service; (ii) it is sent via electronic mail; (iii) it is sent via facsimile; (iv) it is received if personally delivered; or (v) it is received if delivered through any other commercially reasonable means. Such notice or demand shall be sent to the party at the address contained herein or at an alternative address, e-mail address, or facsimile number as may be provided to Lender in writing. Any notice given to Lender must be addressed to Lender at the address contained herein or at an alternative address as may be provided by Lender in writing.

NO WAIVER. No failure or delay of Lender to exercise any right, remedy, power, or privilege hereunder shall affect that right, remedy, power, or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power, or privilege. No failure or delay to demand strict adherence to the terms of this Assignment shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Assignment. If Lender waives or delays enforcing a right, Lender may still enforce the same right later.

JOINT AND SEVERAL LIABILITY. All obligations and liabilities of Assignor under this Assignment are joint and several.

SEVERABILITY. If any term is invalid or unenforceable, the term shall be excluded and ineffective to the extent of such invalidity or unenforceability. All other terms shall remain in full force and effect.

HEADINGS. The headings are for reference only and do not define, modify, expand, or limit any of the terms or provisions herein.

SINGULAR AND PLURAL TERMS. All words in the singular shall include the plural and the plural shall include the singular.

TIME IS OF THE ESSENCE. Time is of the essence in the performance of all obligations of Assignor.

ATTORNEY'S FEES, COSTS, AND EXPENSES. Except to the extent prohibited by law, Assignor agrees to pay all of Lender's fees, costs, and expenses arising out of or related to the enforcement of this Assignment or the relationship between the parties. Included in the fees that Lender may recover from Assignor are the reasonable attorney's fees that Lender incurs, including all fees incurred in the course of representing Lender before, during, or after any lawsuit, arbitration, or other proceeding and those incurred in appeals, whether the issues arise out of contract, tort, bankruptcy, or any other area of law. Included in the costs and expenses which Lender may recover are all court, alternative dispute resolution or other collection costs, and all expenses incidental to perfecting Lender's security interests and liens, preserving the Property (including payment of taxes and insurance), records searches, and expenses related to audits, inspection, and copying. All amounts Lender is entitled to recover shall accrue interest at the highest rate provided in any of the Related Documents from the date any such fee, cost, or expense is incurred.

GOVERNING LAW. This Assignment shall be governed by and construed under the laws of the State of Iowa, except to the extent that federal law controls.

COUNTERPARTS. This Assignment may be executed by the parties using any number of copies. All executed copies taken together will be treated as a single Assignment.

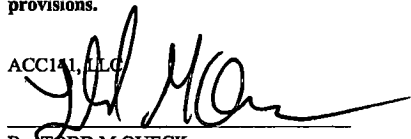
INTEGRATION AND AMENDMENT. This Assignment, along with any of the Related Documents, encompasses the entire understanding and agreement of the parties with respect to the matters set forth in this Assignment. There is no other promise, understanding, agreement, usage, or course of dealing, either oral or written, that affects it. This Assignment supersedes all prior oral or written agreements, commitments, and understandings between the parties relating to the subject matter of this Assignment. Any modifications or alterations to this Assignment must be in writing and executed by those parties burdened by the modification or alteration.

ORAL AGREEMENTS DISCLAIMER. IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS ASSIGNMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS ASSIGNMENT MAY BE CHANGED ONLY BY ANOTHER WRITTEN ASSIGNMENT.



By signing this Assignment, Assignor acknowledges reading, understanding, and agreeing to all its provisions.

ACC141, LLC


By: TODD M QUECK
Its: Member

BUSINESS ACKNOWLEDGMENT

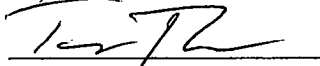
STATE OF IOWA

COUNTY OF Dallas

This instrument was acknowledged on the 6/5/27, by TODD M QUECK, Member on behalf of ACC141, LLC, an Iowa Limited Liability Company, who personally appeared before me.

In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: 12/6/25



Dallas County, IA

(Official Seal)

